

REMARKS

The Office action sent April 1, 2010 has been received and reviewed. The applicants thank the Examiner for withdrawing the earlier rejections and objections, but still all pending claims stand rejected. Reconsideration is respectfully requested.

The application is to be amended as previously set forth. All amendments are made without prejudice or disclaimer. Claim 9 is amended to parallel claim 9 with respect to coverage (*i.e.*, to define that “the financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof.”) No new matter has been added.

A. 35 U.S.C. § 132(a) and 35 U.S.C. § 112:

The pending claims were objected to and rejected under 35 U.S.C. § 132(a) and 35 U.S.C. § 112, first paragraph, for allegedly introducing new subject matter into the application. (Office action, pages 2-4). Specifically, there was allegedly no written description support for “administering the insurance program with the computer,” particularly with respect to providing computerized payments. Applicants respectfully traverse the objection.

In response, applicants respectfully direct the Examiner’s attention to the following disclosures of the as-filed application, *e.g.*,

[0012] The invention also includes a computer program for administering the divorce insurance of the present invention.

* * *

[0031] As with most businesses nowadays, the offering and administration of the program could be administered and operated as an on-line business.

[0032] In one embodiment, the insurance policy is administered with the aid of a computer or computers and associated software. Such software, which will be more thoroughly described herein, will typically run on a main frame or other commercially available computer. It will typically be used to print up the policy on a commercially available printer.

[0033] During the application process, a computerized form will typically be required to be filled out by the prospective participants. The data from the form can be utilized by the computer to determine a periodic amount.

[0034] The computer's software preferably includes means for determining a periodic amount to be charged a prospective participant for divorce insurance. It also preferably includes means for charging that periodic amount to a participant in an insurance program over a period of time (e.g., by printing and sending bills or invoices and receiving payments). It will also preferably include means for administering the insurance program.

[0035] For instance, in determining the amount to be charged, the software can determine the amount to be charged a prospective participant based, at least in part, on the prospective participant's age and the prospective participant's partner's age. The software can also determine the amount to be charged based, in part, on the prospective participant's projected earnings or on the prospective participant's partner's projected earnings. **The computer software can also determine the amount to be charged based on the regularity of the periodic payments (e.g., monthly, quarterly, semiannually, or annually).**

[0036] The amount to be charged a participant can change in view of changed circumstances in the participant's life or environment. For example, the computer software can receive and interpret information such as prevailing interest rates, the inflation rate, the deflation situation, the economic perspective, or, on a more personal level, educational achievement of the participant or the participant's partner or child, birth of a child, death of a child, disability of a participant, disability of a partner, return on investment of investments made with the periodic amounts, and any combination thereof.

[0037] The computer can also be used to determine the amount to be paid out under the policy. For example, it can take the foregoing information into consideration and be used to determine what sort of support a former spouse or partner needs dependent on general and specific circumstances (e.g., rent or house payments, health of the former partner and any children, educational requirement of the former partner and any children, cost of living, etc.).

[0038] The software or computer can also be used to assist in investing at least a portion of the periodic amount.

[0039] It [the computer] can also be used to administer the program by, for example, including names and relevant information in a database (which are commercially available).

* * *

[0046] Two years later, the couple has divorced. Both members of the couple are 47 years of age. The first child is 18 and the second is 15. The insurance company has received $60X$ plus $60(X+x')$ plus $60(X+x'')$ plus $60(X+x''')$ and $24(X+x''')$ in premium payments and has continued to invest the premiums. The oldest child is going to college. The spouse who stayed at home has lost most job skills due to being at home for 18 years taking care of the children and will need to be retrained. The departing partner will need to maintain a separate household which is to be paid from, for example, his own income. **Again, the insurance company uses the programmed computer to determine the amount to be paid out to the former couple for child maintenance (including some support expenses for the child who is attending college) and maintenance of the spouse (including retraining). Payments are made from the invested premiums and the invested premiums of others.** The insurance company continues to collect premiums (at a rate of $X+x''''$) as a condition of making further payments to the former couple. After three more years, the insurance company uses the programmed computer to once again recalculate the premium to be charged for the couple based upon updated information.

In view of, *inter alia*, the foregoing explicit disclosure of administering the insurance program with the computer in the as-filed application, the applicants request that the foregoing objection and rejection be withdrawn.

B. 35 U.S.C. § 103:

The pending claims were rejected under 35 U.S.C. § 103 for allegedly being obvious. (Office action, pages 4 - 13). Specifically, claim 9 was rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over DuBroff in view of Golden and Roberts (US Patent 4,839,804). The applicants respectfully traverse the rejection.

As previously identified, claim 9 has been amended to specifically to define that “the financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof.” This is not taught or suggested by any of the references, either separately or together, and, in fact, each of these references would teach away from the element.

For example, the primary reference, DuBroff, appears to be specifically directed to “insuring that children of divorce will get at least minimal monetary support” and ways “to enforce child support agreements.” DuBroff, pp. 44-45. There is no disclosure of coverage of “financial consequences [that] comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof

Golden was previously acknowledged as not teaching wherein the “financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child’s education, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof”.

Roberts does also not teach the claimed definition. In view of the foregoing, applicants request that the obviousness rejection be withdrawn.

Claims 12, 1-8, 10, 11, 13-16, and 18-19 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over DuBroff, Golden, Roberts, and Grande. Applicants respectfully traverse the rejection for, *inter alia*, the same reasons as with respect to the traversal of the rejection of claim 9.

Specifically, Grande does not remedy the foregoing deficiencies of the previous references (e.g., there is no teaching in these references or the level of the ordinary skill that the “financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child’s education, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof”), and all of the obviousness rejection should be withdrawn for at least that reason.

First, applicants could not find where Grande or the other references covers “legal fees” in addition to other coverage as required by the claim element.

Furthermore, Grande discloses that “a separate [health insurance] policy for the spouse will have to be obtained.” And, “if the employee continues on his group plan and has to buy single coverage for the spouse, the cost of double coverage will be very high.” Similar problems are identified for life insurance. These exact problems however are addressed and overcome by

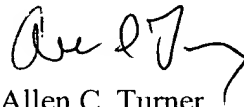
applicants' claimed invention. The obviousness rejections should thus be withdrawn.

As the dependent claims include all of the elements of the independent claims, applicants submit that the obviousness rejections of the dependent claims also fail. In view of the foregoing, applicants request that all of the obviousness rejections be withdrawn.

Claim 17 was rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over DuBroff, Golden, Roberts, Grande, and Covert. Applicants respectfully traverse the rejection for, *inter alia*, the same reasons as with respect to the traversal of the other claims. Covert does not remedy the aforementioned deficiencies of the other references, and the obviousness rejection should be withdrawn.

The application should be in condition for allowance. If questions remain after consideration of the foregoing, the Office is kindly requested to contact the undersigned at the address or telephone number given herein.

Respectfully submitted,



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